

# **Exhibit 1**

Email from Attorney Shrestha  
September 24, 2024



Cassidy Curran <csc@randazza.com>

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## Correspondence From Attorney Wolman | International Health Brands, LLC v. Foy, et al.

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Shrestha, Roshan P. <rshrestha@taftlaw.com>

Tue, Sep 24, 2024 at 6:16 PM

To: Cassidy Curran <csc@randazza.com>, Jay Marshall Wolman <jmw@randazza.com>, Marc Randazza <mjr@randazza.com>, "staff@randazza.com" <staff@randazza.com>

Cc: "Pasternak, Thomas" <TPasternak@taftlaw.com>, Elizabeth Jimenez <ejimenez@raineslegal.com>, "Alan L. Raines" <alan@raineslegal.com>

### Subject to FRE 408

Dear Jay,

We acknowledge receipt of your recent settlement proposal. However, we must express concern over the accusatory tone of your letter, which is neither productive nor conducive in helping reach an amicable resolution. Such language raises questions about the seriousness of your client's intent to settle this matter in good faith. Regardless, our client categorically denies each and every allegation made in your letter.

That said, in the spirit of moving forward constructively, our client is willing to consider a settlement based on the following terms:

1. **Mutual Release of Claims:** Our client is agreeable to a mutual release of all claims between the parties related to the current dispute, encompassing any and all known or unknown claims, whether pending or potential related to the current case.
2. **EEOC Actions:** The current settlement shall not affect or extend to any claims related to the ongoing EEOC case.
3. **Mutual Non-Disparagement Clause:** Both parties shall agree to a mutual non-disparagement clause. Neither party, nor any persons or entities affiliated with either party, shall make or cause to be made any false, disparaging, or slanderous statements about the other party, including through social media or other public or private channels.
4. **Freedom to Operate Current Product Line:** Our client categorically denies any claims that its products are "stolen" or unlawfully competing with your client's product line. As such, our client shall retain the full right to continue producing, marketing, and selling its current product line without interference. Additionally, our client seeks assurance that your client will not bring any future allegations concerning intellectual property or competitive rights regarding either its existing products or any future product lines that may be developed or launched.
5. **Monetary Compensation:** Our client requests compensation for attorney's fees, financial harm, and lost business opportunities resulting from your client's actions. We suggest an amount that fairly reflects the savings your client will realize by avoiding the substantial costs of litigation, especially given your allegation of "judgment-proof" status of our client, which could severely limit your client's recovery in court.

Additionally, it's worth noting that settling this matter will not only save your client the costs of litigation but also protect your client's goodwill. If this case proceeds to trial, some or great deal of evidence presented will become public, potentially harming your client's reputation and relationships in the industry.

We believe this counteroffer represents a fair and reasonable resolution that will allow both parties to avoid the expense and uncertainty of litigation. We encourage your client to give it due consideration and respond in kind. We will offer you the same courtesy and keep our counteroffer open for 7 days from the date of this email.

Regards,

Roshan



**Roshan P. Shrestha, Ph.D.**

Partner

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Begin forwarded message:

**From:** Cassidy Curran <csc@randazza.com>

**Date:** September 19, 2024 at 11:07:21 CDT

**To:** "Pasternak, Thomas" <TPasternak@taftlaw.com>, [ejimenez@raineslegal.com](mailto:ejimenez@raineslegal.com), [alan@raineslegal.com](mailto:alan@raineslegal.com)

**Cc:** Jay Marshall Wolman <jmw@randazza.com>, Marc Randazza <mjr@randazza.com>, "Marc J. Randazza" <staff@randazza.com>

**Subject:** Correspondence From Attorney Wolman | International Health Brands, LLC v. Foy, et al.

Hello Counsel,

Please find the attached correspondence from Attorney Wolman concerning the above-referenced matter. Thank you.

Sincerely,

**Cassidy Curran\* | Randazza Legal Group**

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\* Paralegal – not licensed to practice law.